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Certain Newer Methods in the Sociological Approach

By HARRY BEST*

THE student of law, who is also interested to a greater or less extent in the sociological aspects of the subject, will find himself increasingly concerned with four methods or forms of treatment of the offender against society. These are the use of the indeterminate sentence, parole, probation, and the juvenile court.

The Indeterminate Sentence

The indeterminate sentence is based upon the theory that it is against the interests of society as well as against the interests of the convicted prisoner to specify a definite time within which he is to be kept behind bars, and at the expiration of which he is to be returned to the lap of the community. According to the usage of the past, and to a large extent of the present, the length of sentence has been supposed to be measured by the gravity of the offense committed, or has been supposed to "fit" it—though in point of fact there has been little scientific attempt at determination of the connection between the two. (In the criminal codes of the several States of the Union length of sentence has widely varied.) After the prescribed number of months or years have been served, we must let the prisoner go; we are not allowed to keep any whose time is "up," even though freedom may be bad alike for them and for us. If the offender now comes out, not a reformed man or a less dangerous criminal, how have we gained? His incarceration has proved an expensive procedure to the taxpayers, and also, as we are learning, a difficult process.

Whatever is of value as a deterrent to other potential offenders through a fixed sentence is not lost, or even reduced, through the employment of the indeterminate sentence, according to which the prisoner is kept in the prison or is let out as may be found the wise or the desirable thing to do, after he has remained there a minimum time. If it appears likely that on release he is so hardened an offender that he will simply drift back to his old criminal ways, he can remain where he is as long as may be necessary—placed in permanent "quarantine" if required, for the protection of the public. He is afforded "individualized" treatment so as to determine his actual fitness for discharge.

The indeterminate sentence thus implies commitment of the prisoner

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to influences which may help him physically, mentally, and morally. Under it his better sensibilities are evoked and directed. Different reformative influences, so far as they may affect a particular prisoner, may be resorted to—progress in learning a trade or in schooling, general improvement, recognition of social responsibilities, etc. If the prisoner is not amenable to such influences, and release simply means renewed peril for the community and additional trouble for the police and the courts, then the state may exercise its prior and paramount right, which may mean further custodial care.

The indeterminate sentence is best adapted for first or for occasional offenders. Possibly the time will come, as has been suggested by Alfred E. Smith, when for some offenders the fixing of the sentence will pass from the courts to a specialized body which is in position, through observation and examination and through social studies, to determine the prisoner's fitness for discharge. This need not mean that under the indeterminate sentence there will be a shorter term served; so far in practice it has meant on the average a longer one.

> "AS THE LAW *becomes more and more a science, ready and willing to make its deliverences from the experiences of men and from actually observed conditions, we need have little doubt that these methods of dealing with the offender will have in due time an established and permanent place in our criminal law.*"

Parole—Advantages to State Other Than Reformation

Parole gives the prisoner the chance to prove outside of prison that he does not need to remain therein. It releases him, but on conditions; he must remain under the supervision of the proper authorities for a certain period, to determine whether he has become suited for full return to the outside world, or whether further confinement is the more desirable procedure. While on parole he is at restricted liberty—always under the state's surveillance.

Parole has certain important advantages. As a disciplinary measure, nothing is to be compared with it. Appealing as it does with unique force to the prisoner's desire for release, and enlisting in greater or less degree his good will and coöperation, it is of supreme value to the prison authorities in their always difficult task of management. Likewise of great moment to the state is the fact that parole is a far less expensive procedure than imprisonment; a good parole system ought to cost less than half. During parole, furthermore, the offender may contribute in some part at least to the support of his dependents, saving

the charitable public or the taxpayers that charge.

Parole should largely take the place of the pardoning power now vested in the hands of the Governor of the State. That official should be spared to a great extent attempting to decide whether or not a prisoner should be given his freedom; his time should be left to the far more important task of carrying on the business of government. The Governor, moreover, is not fitted for the delicate work of discovering how far it is desirable that a prisoner should be pardoned, or how well his release may turn out. Power should only be reserved to him to care for cases of emergency, or where there may have occurred miscarriage of justice.

In determining parole for individual cases there should be full study of the matter of general fitness for it and for the life outside prison. To be subject to parole the prisoner must have had a virtually perfect prison record for a given time previously. Interest in and profit from schooling in prison is a further prerequisite. Of similar moment are vocational attitudes. Other considerations are health (physical and mental), age, etc. Above all, it must be seen that a job awaits the prisoner when he is outside. There must be full attention to the associations and surroundings, including recreation, amusements, indulgences, that will affect his life. These things must be such as to forestall relapse into criminal ways.

Not suited for parole are repeaters or confirmed criminals; their very return to prison is evidence that they are little likely to be amenable to the influence of parole. Persons, also, guilty of particularly heinous crimes or possessed of apparently deep-seated viciousness should benefit only sparingly by parole. Mentally defective or abnormal persons, so far as they are in prison, are not proper subjects for parole.

Probation

Very much on the order of parole is probation: only in the latter case the offender is not permitted to enter prison at all. It is a form of non-institutional treatment, or of conditional release, which allows the offender to retain his freedom outside prison walls under a certain measure of control, while affording him an opportunity to reform or redeem himself; it is understood that if he does not prove himself worthy of this special consideration on the part of the law, he must undergo the regular incarceration; in such case the original judgment, which has simply been held in abeyance, now goes into effect. During the period of probation he is under the surveillance, or rather helpful supervision, of officers of the court. The system also involves a study of the conditions which caused the offender to offend, with report thereupon brought to the court to assist it in the determination of proper action.

The advantages of probation are obvious. Treatment of the offender is permitted according to his indi-

vidual needs. The contaminating and demoralizing contacts of the prison or jail are avoided, to his incalculable benefit. There is possible in the process constructive and reformative treatment. The offender may continue in employment, and to help support his family. He and his family are spared the disgrace of imprisonment, something that may possibly awaken in him a sense of gratitude. Through probation the often overcrowded prison population is perceptibly reduced. Not the least of the good features of probation is the very great saving to the state of prison costs.

Probation is not for all offenders. Apart from juvenile offenders, for whom it is pecularily appropriate, it is most suitable for those who have committed crime for the first time, or for those whose moral lapse is rather due to some sudden occasion and does not appear of permanent character, or for those whose crimes are not of atrocious nature or do not give indication of brutal impulses. It is often better fitted for persons charged with misdemeanors than for those charged with felonies. Not prepared for probation are such classes as the feebleminded, confirmed inebriates or drug addicts, habitual criminals, or offenders with fixed anti-social proclivities. It may not be expedient for persons guilty of the most serious or the most violent crimes, or of crimes in which public confidence is violated, or of crimes for which exemplary punishment is especially called for.

Juvenile Offenders

The juvenile court is a "court" only in a limited sense. It does not "try" cases before it. It seeks fundamentally to find out what is the matter with the boy or girl that goes wrong, and not to "punish," but to provide the special treatment which has been found proper and desirable for each particular case. It aims to reach the embryo offender betimes—before he passes into the hardened hopeless offender. And it is always to be remembered that crime is essentially a matter of youth.

The juvenile court is but a natural development in the course of protective legislation for the child, resulting from the ever increasing concern in the child in modern times. New attitudes toward it extend to every phase of its life, including any possible infraction of the laws as to crime. Under these conceptions a new light is found to be thrown upon the entire question of juvenile delinquency. The underlying principle is that there are not the same presumptions with the child as with adults. With the latter, willfulness, coupled with the attainment of years of discretion, is the heart of the matter. With the former the root of the trouble lies rather in thoughtlessness, exuberance of youth, or lack of moral training. The younger group, moreover, are not regarded as constituting the grave danger to society that the elder do. Children and youth, for their misdeeds, need, not so much punishment, but rather education and reformative treatment.

Juvenile delinquency thus takes on broad bearings. It embraces much more than the actual violation of the law; it includes conditions and tendencies that might lead to or end in crime—association with criminals or other evil persons, knowingly visiting places of evil, immoral, indecent, or disorderly conduct, habitual truancy, lack of control by parent, and the like—or in general conduct or associations of such nature as to require the care and protection of the state.

Proceedings in the juvenile court do not begin with warrants of arrest or end with verdicts. There are avoided all appearances of and associations with regular criminal proceedings. The purpose is not so much to prove innocence or guilt, as to disclose what circumstances or surroundings are responsible for the present situation, to make such disposition of the case as will remedy untoward conditions as far as possible, and to afford the utmost protection against future wrongdoing. Efforts are made to create a friendly atmosphere for the child, and to establish confidential relations with it. The judge is to be one who, with full legal training, at the same time understands child psychology and child problems. Proceedings are conducted as inconspicuously as possible, and with the least possible publicity. Hearings are informal. "Evidence" consists of the child's social history—its environment, heredity, family relationships, opportunities for play, attendance at school, etc. The judge has rather wide authority, and adults may be called before the court for "contributing to delinquency." The judge also has wide powers in disposing of the case for the child's best interests, whether on probation, in a private home, in a custodial institution, or otherwise.

Conclusion

All these several forms of treatment of or dealing with the offender—the indeterminate sentence, parole, probation, and the juvenile court—while known to a greater or less extent for some years in the United States, may be said at present to be in hardly more than an introductory state, in our criminal procedure, or to be more or less feeling their way. But we may be quite sure that they will all have far more extensive employment in the coming years. In some sections of the country already commendable progress has been made, and in some definite success has been achieved. In certain limited areas the work may be said to be of a high order. In advanced communities one or more of these several forms of treatment have come to be accepted as a necessary or as a vital part of criminal procedure.

In many sections, however, such matters are still in an experimental stage. The general public in not a few is still disposed to look askance upon some of them. Where brought into us, no great effort is made to secure a really scientific

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With the Legal Bards

Jones vs. Smith

A case had drifted into court,
A simple case at law,
'Twas brought to right a grievous wrong,
A thing that seemed quite raw.
Smith's dog had torn the hinder parts
From Jones' Sunday pants.
To note the damage done to Jones,
Took but a casual glance.

Although the case seemed very plain,
Against that dog of Smith's,
They tried to swear Jones out of Court,
And class it 'mongst the myths.
Jones told a very simple tale,
What happened to him there,
The action of defendant's dog,
The fright and nervous scare.

Upon the stand, our good friend Jones,
It seems, was not so hot,
They cross-examined him at length,
And placed him on the spot.
They made him say some curious things,
His mind was upside down,
And though he did his very best,
They made him seem a clown.

The witnesses then did their part,
To stretch a point or two;
They emphasized important things,
And made conditions new.
The lawyer then that Smith had hired,
A master of his art,
Then argued well the case at hand,
And played a noble part.

Things happened fast within the hour,
Smith knew a thing or two,
And as the case itself progressed,
Poor Jones' experience grew.
At last the oratory ceased,
The court's mind slipped a cog,
And in the end 'twas clearly sl own
That Jones had bit the dog.

Harry Brokaw,
East Liverpool, Ohio.

An Action Against Fate

I have a cause of action against Fate
For all the infelicities she heaped upon my pate.
I'll allege breach of warranty I know,
And all her misrepresentations I'll show.
The venue I'll lay at the Golden Gate
And summon her appearance at an early date.
The amount of the action is Happiness,
With interest from birth, I guess.
Her defense is so poor,
She'll default I am sure,
And then I'll insist on my judgment sweet
Just like Shylock his pound of meat.
But before my judgment I can collect,
A few little facts will have to be checked.
I'll issue an execution to the Lord Himself
Who will into this matter carefully delve.
And if the execution is returned unsatisfied
I shall not so easily be defied.
A subpœna in Suppro will follow, indeed,
To discover what assets will pacify my greed.
Opulence, Power and Title I'll shun,
But these are the things I'll put attachments on:
One strong man of character benign,
Four score years of love divine,
A cargo of health for two,
A cozy cottage in Nature's view,
Flowers and trees and birds and dew,—
And after a while, some little ones too.
Oh Fate! These things for my judgment I'll take,
And a satisfaction to you I'll gladly make.

By Esther Charney, Brooklyn, N. Y.

Among the New Decisions

Agency — *testimony as to relation.* In Exchange State Bank v. Occident Elevator Co., — Mont. —, 90 A.L.R. 740, 24 Pac. (2d) 126, it was held that the relation of principal and agent is a condition to which anyone having personal knowledge may testify.

Annotation: Right of witness to testify as a conclusion or as an ultimate fact to existence or nonexistence of agency or relationship of master and servant. 90 A.L.R. 749.

Appeal — *extension of time for by trial court.* In Morrill County v. Bliss, — Neb. —, 89 A.L.R. 932, 249 N. W. 98, it was held that trial court has no inherent power, directly or indirectly, to extend time for taking appeal.

Annotation: Power of trial court indirectly to extend time for appeal. 89 A.L.R. 941.

Attorneys — *authority to employ other attorney.* In Orwig v. Chicago, Rock Island & Pacific R. Co., — Iowa, —, 90 A.L.R. 258, 250 N. W. 148, it was held that an attorney may not, in virtue of his employment as counsel, engage another attorney at the expense of his client.

Annotation: Authority of attorney to employ another attorney at expense of client. 90 A.L.R. 265.

Attorneys — *criminal nature of charges.* In Stone v. Board of Governance of Pennsylvania Bar, 312 Pa. 576, 90 A.L.R. 1109, 168 Atl. 473, it was held that an attorney may be disbarred for acts of professional misconduct though they also constitute crimes for which he has not been tried and convicted.

Annotation: Trial and conviction as necessary condition of disbarment proceeding based in whole or part on charge amounting to crime. 90 A.L.R. 1111.

Attorneys — *disbarment on constructive service.* In Re Craven, — La. —, 90 A.L.R. 973, 151 So. 625, it was held that a judgment of disbarment may be based on substituted service, being a judgment in rem and not a personal judgment.

Annotation: Substituted or constructive service in disbarment proceeding. 90 A.L.R. 979.

Attorneys — *services of law clerk.* In Ferris v. Snively, 172 Wash. 167,

90 A.L.R. 278, 19 Pac. (2d) 942, it was held that the defense that services rendered by a law clerk were such as he, as a nonmember of the bar, could not legally perform, is not available to his employer or the latter's executrix, either in respect of work done in his employer's lifetime or after his death at the request of the executrix for clients of the office.

Annotation: Liability of attorney for services rendered to him by one not admitted to bar as affected by the fact that they amounted to practice of law by the latter. 90 A.L.R. 288.

Bank Consolidation — *stockholder's liability.* In Rivers v. Stevenson, 169 S. C. 422, 89 A.L.R. 766, 169 S. E. 135, it was held that a stockholder in a bank which was consolidated with another bank does not, by failing to object to the consolidation, become a stockholder in the consolidated bank, so as to be liable to creditors as such, in virtue of a statutory provision that on consolidation each stockholder in either constituent corporation who does not vote against the consolidation shall cease to be a stockholder in such constituent corporation, and shall be deemed to have assented to the consolidation in the manner and on the terms specified in the agreement of consolidation.

Annotation: Statutory superadded liability of stockholders as affected by reorganization, consolidation, or merger of corporation. 89 A.L.R. 770.

Bank stockholder — *effect of voluntary conveyance to wife on contingent liability.* In Peterson v. Wahlquist, — Neb. —, 89 A.L.R. 747, 249 N. W. 678, it was held that the contingent liability of a bank stockholder for the amount of his stock, when imposed by the Constitution and his subscription contract, makes depositors existing creditors, within the meaning of the rule that a voluntary conveyance of all his property to his wife, without consideration, is fraudulent as to them.

Annotation: Conveyance or transfer by stockholder as fraudulent as regards his liability as stockholder to creditors of corporation. 89 A.L.R. 751.

Canned goods — *implied warranty on sale of.* In Burkhardt v. Armour & Co., 115 Conn. 249, 90 A.L.R. 1260, 161 Atl. 385, it was held that a sale of food in a sealed container is subject to the implied warranty of fitness which attaches both at common law and under the provisions of the Sales Act when the buyer, especially or by implication, makes known to the seller the particular purpose for which the goods are required and it appears that the buyer relies on the seller's skill or judgment.

Annotation: Implied warranty by other than packer, of fitness of goods sold in sealed cans. 90 A.L.R. 1269.

Cemeteries — *foreclosure of mortgage on.* In United Cemeteries Co. v. Strother et al., — Mo. —, 90 A.L.R. 438, 61 S. W. (2d) 907, it was held that though the power of sale in a deed of trust is destroyed where the holder consents to the dedication of the property as a cemetery, it may be foreclosed in a court of equity where all rights growing out of burials may be protected.

Annotation: Rights and remedies of holder of lien on cemetery property. 90 A.L.R. 444.

Conspiracy — *to take usurious or excessive interest.* In Commonwealth v. Donoghue, 250 Ky. 343, 89 A.L.R. 819, 63 S. W. (2d) 3, it was held that the common-law offense of con-

spiracy is committed by combining to carry on the business of making small loans to necessitous people at excessive and usurious rates of interest, without complying with a statutory requirement that a certificate setting forth the true and real owner of the business be filed, or with a statute requiring any corporation doing business in the state to file a certificate giving the location of its office and the name of an agent on whom process may be served, thereby preventing the recovery back of usury paid by borrowers.

Annotation: Taking of usury or excessive interest as subject of criminal conspiracy. 89 A.L.R. 830.

Constitutional Law — *limiting hours of labor.* In State v. Henry, 37 N. M. 536, 90 A.L.R. 805, 25 Pac. (2d) 204, it was held that a statute which prohibits labor of male employees in mercantile establishments more than eight hours in a day or forty-eight hours in a week of six days has no such apparent relation to health, safety, or public welfare, and bears no such evidence of being an emergency measure to alleviate widespread unemployment, that it can be sustained as an exercise of the police power.

Annotation: Constitutionality of statutes limiting hours of labor in private industry. 90 A.L.R. 814.

Constitutional Law — *raising debt limit as impairment of contract obligation.* In Harsha v. City of Detroit, 261 Mich. 586, 90 A.L.R. 853, 246 N. W. 849, it was held that a statute increasing the municipal debt limit beyond that fixed by statute at the time of issuance of municipal bonds is not invalid as to a holder of such bonds as impairing a contract obligation.

Annotation: Raising maximum limit of permissible municipal indebtedness as impairing obligations of existing municipal contracts. 90 A.L.R. 859.

Constitutional Law — *regulating weight of loaves of bread.* In Petersen Baking Co. v. Bryan, 290 U. S. 570, 90 A.L.R. 1285, 78 L. ed. 505, 54 S. Ct. 277, it was held that a state statute requiring every loaf of bread made for sale in the state to be one half pound, one pound, one and one-half pounds, or exact multiples of one pound, subject to reasonable tolerances in excess of, but not under, the specified weight, has reasonable relation to the protection of purchasers of bread from imposition and the prevention of unfair competition by dishonest bakers resulting in an injury to the consuming public.

Annotation: Validity of statute or ordinance requiring commodities to be sold in a specified quantity or weight. 90 A.L.R. 1290.

Constitutional Law — *statute as to deficiency in mortgage.* In Vanderbilt v. Brunton Piano Co., — N. J. —, 89 A.L.R. 1080, 169 Atl. 177, it was held that the provisions of chapter 82, P. L. 1933 (Comp. Stat. Supp. §§ 134–48, 134–49), setting up fair market value as a single, self-sufficient, resistless fact in reduction of a deficiency on a mortgage debt as fixed by a foreclosure sale under chapter 170, P. L. 1880, p. 255, 3 Comp. Stat. 1910, p. 3420, § 47, do not constitute a remedy of substantially like sort and character with that existing in the court of chancery where a confirmation of sale may be withheld if to confirm would work gross inequity.

Annotation: Protection of mortgagor or owner of mortgaged property, on foreclosure sale, by fixing upset or minimum price, requiring credit of specified amount on mortgage debt, or denying or limiting amount of deficiency judgment. 89 A.L.R. 1087.

Corporate Stockholders — *quorum at meeting.* In Schwemer v. Fry, — Wis. —, 90 A.L.R. 308, 249 N. W. 62, it was held that the stock issued, rather than the authorized capital, forms the basis for determining the presence of a quorum at a stockholders' meeting, within the meaning of a statute providing that a quorum is present when members owning a majority of the stock are present or represented.

Annotation: Voting power of corporation stock as confined to issued and outstanding stock to exclusion of authorized unissued stock or stock which has been reacquired by the corporation. 90 A.L.R. 315.

Criminal Law — *Meeting accuser in deposition proceedings.* In State v. Shaughnessy, — Wis. —, 90 A.L.R. 368, 249 N. W. 522, it was held that a constitutional right of the accused to meet witnesses face to face is not violated by a statute permitting the taking of depositions in criminal actions or examinations if it appears that the person whose deposition is wanted is in imminent danger of death, or that he resides without the state, or is to be without the state at the time of the examination or the trial, and that his attendance cannot, by the use of due diligence, be procured, and providing for the personal attendance of the defendant at the taking of a deposition, and that his failure to do so shall constitute a waiver of the right to face the witnesses whose depositions are to be taken, unless the court is satisfied when the depositions are offered in evidence that the defendant was physically unable to attend.

Annotation: Constitutionality of statute permitting state to take or use in evidence depositions in criminal case. 90 A.L.R. 377.

Damages — *Newspaper equipment*

as improvements to realty. In Los Angeles v. Klinker, — Cal. —, 90 A.L.R. 148, 25 Pac. (2d) 826, it was held that the mechanical equipment of a daily newspaper of a large circulation is an "improvement pertaining to the realty" within a statute providing for the inclusion of the value of such improvement in assessing damages in condemnation proceedings.

Annotation: Compensation in eminent domain in respect of fixtures or chattels used in connection with real property taken or damaged. 90 A.L.R. 159.

Easement — *view of property from.* In Klaber v. Lakenan, 90 A.L.R. 783, 64 F. (2d) 86, it was held that the owner of property abutting on a public highway has an easement of reasonable view of his property from such highway.

Annotation: Easement of view from public street. 90 A.L.R. 793.

Elevators — *injury to licensee from unguarded shaft.* In Gotch v. K. & B. Packing & Provision Co., — Colo. —, 89 A.L.R. 753, 25 Pac. (2d) 719, it was held that one going on the premises of an employer, in pursuance of an established custom known to the employer, to take a lunch to an employee who was free to go outside for lunch, is at most a mere licensee to whom the employer owes no duty of affirmative care to guard an elevator shaft.

Annotation: Status of, and duty of proprietor toward, one who comes upon premises on business or errand with employee. 89 A.L.R. 757.

Equitable conversion — *condemnation proceeds of infant's lands.* In McCoy v. Ferguson, 249 Ky. 334, 90 A.L.R. 891, 60 S. W. (2d) 931, it was held that the proceeds of the condemnation of lands of an infant under guardianship are personal property as between the infant and his guardian within the meaning of statutes relating to the appointment and duties of guardians.

Annotation: Proceeds of sale or condemnation of real property of infant or incompetent as real or personal property. 90 A.L.R. 897.

Garnishment — *payment of debt pending defective garnishment.* In United Collieries v. Martin, 248 Ky. 808, 89 A.L.R. 971, 60 S. W. (2d) 125, it was held that a garnishee is not liable to the garnisher before the remedying of the omission of an essential allegation in the petition in which process was issued, where he has paid the debt to the noncollusive assignee thereof.

Annotation: Liability of garnishee to garnisher where former pays debt or releases property pending defective garnishment proceedings. 89 A.L.R. 975.

Guardian and ward — *loss of funds deposited in bank.* In Barnes v. Clark, — Ala. —, 90 A.L.R. 637, 151 So. 586, it was held that a guardian making a temporary deposit of trust funds in a responsible bank, acting in good faith and with discretion, will not be held to liability for loss of such funds by the failure of the bank.

Annotation: Liability of guardian for loss of funds deposited in bank in form which discloses trust or fiduciary character. 90 A.L.R. 641.

Imputed negligence — *of private carrier for hire.* In Lachow v. Kimmich, 263 Mich. 1, 90 A.L.R. 626, 248 N. W. 531, it was held that the negligence of a private carrier for hire is not imputable to a passenger riding in his conveyance.

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Legal Oddities

Ancient Will.—Judge J. Allan Simpson of Racine, Wisconsin, kindly calls the editor's attention to the will of I. Van Hoe, which has just been admitted to probate in his court. The condition of preservation of the property is however unknown.

League of Nations Beware.—A contributor writes that he has recently filed a suit to foreclose a mortgage in which the parties are *Amsterdam* vs. *Holland*.

Contributor: Stewart Weiss,
Portland, Oregon.

Pig in a Poke.—In a case involving a chattel mortgage on certain brood sows and pigs, Justice Fead writing a dissenting opinion, in re C. F. Medaris Co. v. State Bank, 265 Mich. 645 (Jan. 30, 1934), says:

"The pigs at bar were not included and the first mortgage was discharged as to them."

The attorney must feel highly complimented.

Contributor: R. Burr Cochran,
Muskegon, Mich.

In Re Correspondence between Attorneys

In the early part of May, 1934, Josiah Lyman, Esq., was retained as counsel by a client, who had been served with process by publication in the District of Columbia in a suit pending in Michigan. Mr. Lyman wrote to the attorney for the plaintiff in Michigan, asking for a copy of the bill etc., and received the following reply on a postal card:

"May 4, 1934.

"No. 227-411 Chancery, —— vs. —— Only relief here is: "Decree of Divorce. She says she is through with him. If you come in I will want security for costs, etc., which you no doubt will furnish. The idea is to compel payment of costs as you go—copy of bill will be forwarded immediately on appearance.

———, for plf."

Not being satisfied with such postal card reply, after consultation his associate Mr. Harman wrote the attorney asking for specific details and somewhat criticizing the indefiniteness of the postal card received, to which letter he received the following

POSTAL CARD reply:

"Expense is behind my action. I am a cheap Jackass lawyer getting only a few dollars for such case, and I find it troublesome to buy stamps and paper and envelopes—nothing else. Copy of bill costs about 2¢ and where am I to get it—unless you force me by entry of appearance. Your letter of May 8 is correct—Alimony and share of dower is OUT because of no jurisdiction and also because a decree only is asked."

Contributed by: Richard A. Harman,
Washington, D. C.

County of Hanover, to-wit:

To ....., Sheriff of said County.

I Hereby Command You, in the name of the Commonwealth of Virginia, to summon Henry Corker, if to be found in your district, to appear at Beaver Dam Va in said County on the 30th day of Mar, 1933, at 2 o'clock, P. M., before me or such other Justice of the said County as may then be there to try this warrant, to answer the complaint of Carl Gayle upon a horse swoop in which Corke said the Horse could not eat hay upon a test it was found that the horses mouth had bin cut so she could not eat the said Gayle demands the mule. And then and there make return of this warrant.

Given under my hand this 22 day of Mar., 1933.

(Signed) ..... J. P.

Contributor: H. C. Redd,
Richmond, Va.

Answer to Partition Suit.—Address to Helen R. & her lawyers Messrs. Pendleton, Windsor & Martin.

In as much as I am a free man, peace loving American citizen; and not a serf, slave or hireling, and in as much as I have been going diligently, earnestly and peaceably, except in self-defense in pursuit of my occupation and within my constitutional rights to labor at my occupation and reap the rewards of my labor, to buy or sell or trade or transact any other legitimate business.

I serve notice to whomsoever may hinder me therein that since the above stated facts have been and are being challenged, that I expect to continue as stated above.

Referring now to the petition for partition of Helen R. by her attorneys, Messrs. Pendleton and Martin and Mr. John Windsor, where you state that I appropriated to his own use the greater part of the rents, income and profits of said lands from the 25th day of August, 1931. I wish to inform you that statement is grossly untrue.

* * * * * * * *

I regret that conditions have led to a point where I have to make a statement like this in such strong language; nevertheless, with a wife to support and with not enough personal property to come within the Bankrupt law for a married man; and going unpaid for my labor for two years of producing crops, and with no respect for my diligent heart felt effort to sacrifice for the good of the Estate and all those to whose good end I have been sacrificing; I serve notice to anyone or everyone who will willfully molest me in the above proceedure, that I will not tolerate same. I repeat that I am not a serf, slave or hireling.

I further state and give notice that your petition for partition of our property is utterly uncalled for; very damaging to the best interests of the entire family and please be governed accordingly; and please be advised that I expect to get damages both legally and morally from those who do damage.

Signed this 29th day of December, 1933.

George H. R. (Signed)

Contributor: W. H. Martin,
Boonville, Missouri.

Findings

How many of us when wrestling with the perplexing problems involved in the statute of limitations feel as Justice Crozien did in eighteen hundred and sixty six in delivering the opinion in Searle v. Adams (——) 3 Kan. 518; where he said: "In this case the irrepressible statute of limitations is again presented for consideration. For some years past upon the disposition of each succeeding case involving a construction of this statute, it was considered by bench and bar, that diction itself could scarcely conceive of a new question to arise thereunder, but as term after term rolls around, there are presented new questions comparing favorably, in point of numbers, with Falstaff's men in buckram, thus adding to the legions that have gone before, a new demonstration of the propriety and verity and the adage that 'truth is stranger than fiction.' With the heat of 98 degrees of Fahrenheit, in the shade, and the newspapers teeming with reports of the ravages of our great common enemy, who, the more effectually to accomplish his double purpose of capturing the imprudent and frightening the timid, has assumed the form of the Asiatic monster, it might be supposed by the unthinking that the consideration of such questions would be entered upon rather reluctantly. But we beg to disabuse the public mind of any such heresy. Cases might be imagined where 'smashes' would not stimulate, nor 'cobblers' quicken, nor 'juleps' invigorate; but a new question under our statute of limitations, in coolness and restoring power, so far exceeds any and all of these, that when one is presented, the 'fine aul Irish gintleman's' resurrection under the circumstances detailed in the song, becomes as palpable a realty as the 'Topeka constitution or the territorial capital at Mineola.' The powers of a galvanic battery upon the vital energies are wholly incomparable to it. So that the consideration of this case, upon this day of wilted collars and oily butter, should not entitle the court to many eulogies for extraordinary energy in the fulfillment of its duties."

"We need not go to the civil law to learn when a chattel is sold, and, fortunately for mankind, it is not a subject of very deep learning in our own law." De Fonclear v. Shottenkirk, 3 Johns 170, 174, per Spencer, J. (1808).

An instruction by the trial court in Harrison v. Western Union Telegraph Co. (——) 75 S. Ct. 267, 55 S. E. 450, was couched in the following words: "I charge you, if this act was done a purpose, and done with such disregard of the rights of the plaintiff as to amount to willfulness, then the jury has the right to apply the whip to the back of the defendant company in order to punish them."

Criminal Punishment

(*Continued from page six*)

structure or high administrative levels. Here and there the purposes of the new procedure are far from being fully understood. We shall have some way to go before there is universal recognition and appreciation of its values.

But the outlook is quite hopeful. As the law becomes more and more a science, ready and willing to make its deliverances from the experiences of men and from actual observed conditions, we need have little doubt that these methods of dealing with the offender will have in due time an established and permanent place in our criminal law.

Progress will depend primarily upon the intelligent use which we make of these things. Success will come according as we follow three main essentials: utter absence of political influences; employment of trained officials; and the general backing and support of the public. With parole and probation a large part of success will lie in the kind of parole and probation officers we engage; with the juvenile court, in the kind of judges we select; and with the indeterminate sentence, in the character of the officials in whose hands the necessary authority is vested. We shall learn from experience with respect to all. With them all we shall in the end be better prepared to cope with the criminal situation confronting us.

Among the New Decisions

(*Continued from page thirteen*)

Comment Note: Negligence of driver of automobile as imputable to passenger. 90 A.L.R. 630.

Indictment and information — *filing of as interruption of statute of limitation.* In State v. Peeler, 107 Fla. 615, 90 A.L.R. 447, 146 So. 188, it was held that a criminal prosecution is not barred if information was filed within the limitation period though no warrant of arrest was issued until after such period had expired.

Annotation: Finding or return of indictment or information within period of limitation as stopping running of limitation against prosecution. 90 A.L.R. 452.

Insolvent banks — *political subdivision as entitled to prerogative right of state.* In United States Fidelity & Guaranty Co. v. Carter, — Va. —, 90 A.L.R. 191, 170 S. E. 764, it was held that the prerogative right of the state to preference over other creditors in the payment of debts due it is not available to its political subdivisions.

Annotation: Prerogative right of county or other political subdivision to preference in assets of insolvent. 90 A.L.R. 208.

Insolvent banks — *state's right to preference in.* In Fidelity & Deposit Co. v. Brucker, — Ind. —, 90 A.L.R. 166, 183 N. E. 668, it was held that the state has no prerogative or inherent right of preference over other depositors of an insolvent bank in the liquidation of its assets by receivers.

Annotation: State's prerogative right of preference at common law. 90 A.L.R. 184.

Judicial notice — *banking custom.* In People v. People's Bank & Trust Co., 353 Ill. 479, 89 A.L.R. 1328, 187 N. E. 522, it was held that the court does not judicially know that it is the custom of banks to assume the position of a debtor in respect of the proceeds of paper sent them for collection.

Annotation: Judicial notice of banking customs or other matters relating to banks or trust companies. 89 A.L.R. 1336.

Libel — *in deposition proceedings.* In Mannix v. Portland Telegram, — Or. —, 90 A.L.R. 55, 23 Pac. (2d) 138, it was held that the taking of a deposition, where the statute permits it to be taken before a notary public or any officer authorized to administer an oath, is not, even though it is taken before a judge, a judicial proceeding within the rule that a true report of a judicial proceeding is qualifiedly privileged.

Annotation: Taking deposition as judicial proceedings as regards law of privilege in libel and slander. 90 A.L.R. 66.

Marketable title — *opinion of attorney as factor in determining.* In Robinson v. Bressler, 122 Neb. 461, 90 A.L.R. 600, 240 N. W. 564, it was held that a good-faith opinion of counsel of experience and good standing, in reference to a title which he has examined, is a material fact to be considered by the court in determining the marketability of the title.

Annotation: Opinion of court or counsel or other person learned in law as a factor in determining marketability of title. 90 A.L.R. 609.

Married women — *separate domicil for purposes of taxation.* In Commonwealth v. Rutherfoord, — Va. —, 90 A.L.R. 348, 169 S. E. 909, it was held that a married woman living with her husband on amicable terms may have a separate domicil from his, for purposes of income and intangible property taxation, where the common-law theory of unity of husband and wife has been abrogated by statute as to political, civil, and property rights.

Annotation: Separate domicil of wife for purposes other than suit for divorce, separation, or maintenance. 90 A.L.R. 358.

Milk prices — *constitutionality of statute regulating.* In Nebbia v. People, — U. S. —, 89 A.L.R. 1469, 78 L. ed. (Adv. 563), 54 S. Ct. —, the Supreme Court of the United States upheld a state statute establishing a milk control board with power to fix the minimum and maximum retail prices of milk, and making it unlawful for any milk dealer to sell or buy milk at a price less or more than that fixed by the board, enacted to remedy conditions of oversupply and destructive competition and low prices, which imperiled the state's milk supply and threatened the destruction or curtailment of the dairy industry, a paramount industry of the state, largely affecting the health and prosperity of

its people, and an order of the milk control board fixing the price of 10 cents per quart for sales of milk by distributors to consumers and 9 cents per quart for sales by stores to consumers, are not unreasonable or arbitrary or without relation to the purpose of the legislature, and so do not violate the due process clause of the Fourteenth Amendment.

Mortgage — *deed as.* In Dickens v. Heston, — Idaho, —, 90 A.L.R. 944, 21 Pac. (2d) 905, it was held that inadequacy of consideration is a circumstance tending to show that a deed absolute in form was intended as a mortgage.

Annotation: Value of property as factor in determining whether deed intended as mortgage. 90 A.L.R. 953.

Mortgage — *depression as affecting foreclosure.* In Kenly v. Huntingdon Building Association, — Md. — 90 A.L.R. 1321, 170 Atl. 526, it was held that unfavorable market conditions affecting the price obtainable at a mortgage foreclosure sale do not warrant a court of equity in making confirmation of a sale to the mortgagee conditional upon a waiver of the right to a deficiency judgment.

Annotation: Financial depression as justification of moratorium or other relief to mortgagors. 90 A.L.R. 1330.

Motor club service — *constitutionality of statute as to.* In Moore v. Webb, — Cal. —, 89 A.L.R. 925, 26 Pac. (2d) 22, it was held that the exception of attorneys at law "acting in the usual course of their profession" from a statute requiring persons furnishing "motor club service," so-called, and defined as including, among other things, bail bond service and financial service, to make a deposit of cash or securities with the insurance commissioner, or to furnish an approved surety company bond as security for the faithful performance of such service, as a condition of obtaining a license to do business, does not render the statute unreasonably discriminatory, since it does not permit attorneys, without complying with its requirements, to conduct a motor club service embracing services other than those rendered in the usual course of their profession.

Annotation: Constitutionality, construction, and application of statutes relating to "motor club service." 89 A.L.R. 930.

Municipal corporation — *counterclaim against.* In Township of Piscataway v. First National Bank of Dunellen, — N. J. —, 90 A.L.R. 423, 168 Atl. 757, it was held that a private corporation has, under chapter 243, P. L. 1927, p. 459 (Comp. Stat., Supp. §* 136–3729 B), the right of counter-

claim or set-off when sued by a municipality.

Annotation: Right to interpose set-off or counterclaim against municipal claims. 90 A.L.R. 431.

Municipal debts — *levy on funds of municipality.* In Vanderpoel v. Mount Ephraim, — N. J. —, 89 A.L.R. 862, 168 Atl. 575, it was held that a judgment creditor of a municipal corporation may not, by levy against a particular municipal fund, take that which has not been appropriated by the municipality to the payment of his debt.

Annotation: Municipal funds and credits as subject to levy under execution or garnishment on judgment against municipality. 89 A.L.R. 863.

Municipal property — *assessment of for public improvements.* In Reynard v. Caldwell, — Idaho, —, 90 A.L.R. 1124, 21 Pac. (2d) 527, it was held that special assessments on municipal property for local improvements are not prohibited by a constitutional provision exempting from taxation the property of municipal corporations.

Annotation: Public property as subject to special assessment for improvement. 90 A.L.R. 1137.

Municipal water system — *profit in operation of.* In Shirk v. City of Lancaster, — Pa. —, 90 A.L.R. 688, 169 Atl. 557, it was held that so long as the return is reasonable, the courts cannot prohibit a municipality from making a profit on the operation of its water system, in the absence of any restriction in the statute which enables it to operate such system.

Annotation: Profit factor in determining rates for municipally owned or operated public utility. 90 A.L.R. 700.

New trial — *affidavits or testimony of jurors to impeach verdict.* In Emmert v. State, 127 Ohio St. 235, 90 A.L.R. 242, 187 N. E. 862, it has been held that affidavits or testimony of jurors may be received, upon motion for new trial, to prove unlawful communications made to members of the jury by court officers or others, outside the jury room but during the period of the jury's deliberation.

Annotation: Admissibility of testimony or affidavits of members of jury to show communications or other improper acts of third persons. 90 A.L.R. 249.

Nuisances — *noise from industrial plant.* In Tortorella v. Traiser & Co., — Mass. —, 90 A.L.R. 1203, 188 N. E. 254, it was held that noise from the operation of an industrial plant may constitute an actionable nuisance if it affects injuriously the health or comfort of ordinary people in the vicinity to an unreasonable extent; but injury to a particular person in a peculiar position or of specially sensitive characteristics will not render it such.

Annotation: Noise from operation of industrial plant as nuisance. 90 A.L.R. 1207.

Parol evidence — *time as essence of contract.* In Johnson v. Schuchardt, — Mo. —, 89 A.L.R. 914, 63 S. W. (2d) 17, it was held that parol evidence is admissible to show that time was considered by the parties as of the essence of a written contract, so long as it does not tend to vary or contradict the terms of the contract.

Annotation: Admissibility of parol or extrinsic evidence on question whether time was of essence of written contract. 89 A.L.R. 920.

Partnership — *incorporation of business as affecting liability of partners.* In Mulkey v. Anglin, — Okla.

—, 89 A.L.R. 980, 25 Pac. (2d) 778, it was held that when persons associated together in business as partners incorporate their business, but thereafter continue to conduct the same business under the same name and the same management and hold themselves out as partners, and continue to incur obligations with the same creditor in the same manner as before incorporation, and permit such creditor to rely on the continuance of the partnership without any notice of dissolution of the partnership whatever, or any attempt to dissolve the partnership in the manner provided by law, the partners continue to be liable to such creditor the same as if there had been no incorporation.

Annotation: Liability of former partners as such in respect of transactions subsequent to incorporation of their business. 89 A.L.R. 986.

Perpetuities — *estate in trust to sell and distribute.* In Shoemaker v. Newman, 65 F. (2d) 208, 89 A.L.R. 1034, it was held that no suspension of the power of alienation is involved in the creation of a trust to sell at the discretion of the trustees as to time, and to divide the proceeds.

Annotation: Violation of rule against perpetuities, or unlawful restraint of alienation or suspension of ownership, by postponement of vesting or alienation of ownership until exercise of discretion as to sale or disposal. 89 A.L.R. 1046.

Receivership — *by consent.* In First National Bank of Cincinnati v. Flershem, — U. S. —, 90 A.L.R. 391, 78 L. ed. (Adv. 388), 54 S. Ct. 298, it was held that a suit for the appointment of a receiver, with a view to the reorganization of a corporation through a judicial sale of its property, is without equity where the corporation, though both solvent and liquid, and in no present danger of becoming insolvent, and having ample cash to pay interest due on its debentures and to conduct its business, had deliberately defaulted in the payment of such interest while continuing its business operations and promptly paying its merchandise and other unbonded indebtedness, in order to bring about the receivership and thereby compel recalcitrant debenture holders to acquiesce in a proposed revision of its capital structure by which its bonded indebtedness would be cut in half and all fixed charges eliminated, so as to bring about what its management considered to be a desirable increase of working capital.

Annotation: Friendly or consent receiverships. 90 A.L.R. 406.

Sales tax — *validity.* In Winter v. Barrett, 352 Ill. 441, 89 A.L.R. 1398, 186 N. E. 113, it was held that a provision in a statute levying a tax against persons engaged in selling tangible personal property at retail, that, for the purposes of the act, tangible personal property does not mean or include farm products or farm produce sold by the producer thereof, renders it unconstitutional as not uniform in its application to the class on which it operates, since it exempts a producer of farm products both when he sells to consumers only as an incident to his business of producing and also when he conducts a separate business of selling at retail in competition with other retail dealers in such commodities.

Annotation: Validity of so-called "sales tax." 89 A.L.R. 1432.

Statute of frauds — *professional service as part performance.* In Jones v. Jones, — Mo. —, 90 A.L.R. 219, 63 S. W. (2d) 146, it was held that the rendition of professional services by an attorney is a sufficient act of

part performance of an oral agreement to convey land in consideration thereof, to take it out of the Statute of Frauds, where any question as to the services being referable to the contract is set at rest by the defendants' admission of the making of the agreement.

Comment Note: Admission of contract by defendant as affecting sufficiency of acts relied on to constitute part performance under Statute of Frauds. 90 A.L.R. 231.

Trial — *permitting jury to take pleadings to jury room.* In Ryan v. Beaver County, — Utah, —, 89 A.L.R. 1253, 21 Pac. (2d) 858, it was held that error in permitting the jury to take the pleadings to the jury room is not prejudicial where the issues are simple and direct and were fully summarized by the charge of the court, which specifically directed the attention of the jury to the matters they must find, so that there was no occasion for the jury to make use of the pleadings, and there was nothing in the pleadings that could have resulted in prejudice had the jury examined them, and the jury were also admonished that they should arrive at their verdict solely upon the evidence introduced.

Annotation: Permitting jury in civil cases to examine, or take into jury room, the pleadings or copies thereof. 89 A.L.R. 1260.

Waters — *recapturing escaped water.* In Rock Creek Ditch & Flume Company v. Miller, 93 Mont. 248, 89 A.L.R. 200, 17 Pac. (2d) 1074, it was held that the owner of the right to use water may collect or recapture the water before it leaves his possession; but after it gets beyond his control it becomes waste and is subject to appropriation by others.

Annotation: Right of appropriator of water to recapture water which has

escaped or is otherwise no longer within his immediate possession. 89 A.L.R. 210.

Wills — *legacy of stock as including stock dividends declared before testator's death.* First National Bank v. Union Hospital, 281 Mass. 64, 89 A.L.R. 1125, 183 N. E. 247, it was held that a stock dividend received by testator in his lifetime on certain shares of stock which he had theretofore deposited with the trust department of a bank to be held for him subject to his order, and to which he referred in his will as having been so deposited and as having "a nominal value as of to-day of $2,000,000," and which, or the proceeds if sold during his life, he directed should, at his death, "become" a permanent trust fund for certain specified charities, is not embraced by the bequest, either as a matter of law or as a matter of intention.

Annotation: Do dividends of stock declared before testator's death pass to legatee of original stock. 89 A.L.R. 1130.

Witnesses — *competency of husband to testify to nonaccess.* In Loudon v. Loudon, — N. J. —, 89 A.L.R. 904, 168 Atl. 840, it was held that in a husband's divorce action based on adultery, he may testify against the wife as to nonaccess, where a statute provides that a husband or wife shall be competent and compellable to give evidence the same as other witnesses, but in any action for divorce on account of adultery shall not be compellable to give evidence for the other except to prove the fact of marriage.

Annotation: Competency of husband or wife to testify to nonaccess. 89 A.L.R. 911.

Workmen's compensation — *payment by third person.* In Walters v. Eagle Indemnity Company, — Tenn. —, 88 A.L.R. 654, 61 S. W. (2d) 666, it was held that a substantial payment received by an injured employee, in consideration of a covenant not to sue a third person against whom liability for the injury is asserted, operates, whether or not such person was in fact legally liable, to extinguish the employee's right to demand compensation from his employer, where the Workmen's Compensation Act provides that an employee injured under circumstances creating in some other person than the employer a legal liability to pay damages in respect thereto may proceed against both the employer and such other person, or against either, but shall not be entitled to collect from both, and that in the event of an award of compensation the employer shall be subrogated to the rights of the employee against a third person.

Annotation: Workmen's compensation: rights and remedies where employee was injured by a third person's negligence. 88 A.L.R. 665.

Workmen's compensation — *relief workers as covered.* In Vaivida v. City of Grand Rapids, — Mich. —, 88 A.L.R. 707, 249 N. W. 826, it was held that persons who, being in need of public aid, are given relief work by a municipality, are not employees of the municipality so as to be entitled, in case of injury, to compensation under the Workmen's Compensation Act.

Annotation: Needy persons put to work by municipality or other public body as means of extending aid to them as within protection of Workmen's Compensation Act. 88 A.L.R. 711.

Case and Comment

THE LAWYERS MAGAZINE

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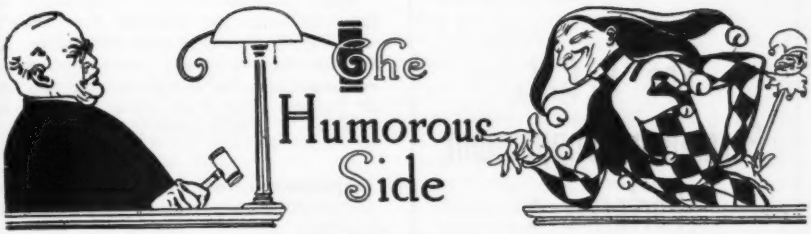
Disbarment for Failure to Pay Bar Association Dues

Nearly 200 Mississippi attorneys were barred from practicing in the state supreme court by a ruling handed down by the high tribunal, sitting en banc, citing failure to comply with a section of the laws of 1932, requiring payment of $5 annually as dues to the Mississippi State Bar.

Section 25, chapter 121 of the state code, enacted by the legislature two years ago when the lawmakers reorganized the old state bar association, makes it compulsory that every attorney in the state hold membership in the newly organized state bar and provides each shall pay $5 a year dues.



Mingle a little folly with your wisdom.—Horace.

Adopting a Family.—She: "I can not marry you, as I do not love you, but I will be a sister to you."

He: "Fine. How much do you think our father is likely to leave us?"

—*Vart Hem* (*Stockholm*).

Voice of Doom.—Struggling Artist (being dunned for rent and endeavoring to put a bold front on things): "Let me tell you this—in a few years' time people will look up at this miserable studio and say, 'Cobalt, the artist, used to work there'!"

Landlord: "If you don't pay your rent by to-night, they'll be able to say it to-morrow!"—*The Humorist.*

Abject Confession.—Landlord (to prospective tenant): "You know we keep it very quiet and orderly here. Do you have any children?"

"No."

"A piano, radio, or victrola?"

"No."

"Do you play any musical instrument? Do you have a dog, cat, or parrot?"

"No, but my fountain pen scratches a little sometimes."—*Penn Punch Bowl.*

"Waste Not, Want Not."—"Why do you want your letters returned?" asked the girl who had broken the engagement. "Are you afraid that I'll take them to court?"

"No," sighed the young man, "but I paid to have those letters written by an expert, and I may use them again some day."

—*Christian Science Monitor.*

New Signature.—A negro scrubwoman came into the lawyer's office to collect her regular monthly wages. As she could not write, she always made her mark on the receipt book—the customary "X." On this occasion she made a circle instead.

"Why don't you make the cross, as usual?" asked the lawyer.

"Well," Linda explained, earnestly, "Ah done married yesterday, an' changed mah name."

Hoss Tradin' Mebbe.—These are days when we wonder what Traffic Court Judges and divorce lawyers did to earn their bread and butter in the good old horse-and-buggy days.—*Sam Hill in the Cincinnati Enquirer.*

Living Up to a Classic.—Recent kidnappings remind us of the late Kin Hubbard's account of the hold-up at the Little Gem Restaurant, which he said was "one o' the slickest an' most darin' committed in th' last few hours."—*F. P. A. in the New York Herald Tribune.*

Prefers the Public Crib, However.—Ad in Southern paper: "Position wanted about March 1. At present time employed at City Hall, but will work if I have to."

—*Boston Transcript.*

Not Quite.—This little Negro took bankruptcy and almost got away with it. Lawyer Thomas R. R. Cobb of Atlanta Georgia looked from his house to see three little Negroes making away with law books he had stored in the yard. Cobb gave chase. One little Negro shook off his companions and with law in his wagon and law at his heels ran down the street.

The law at his heels prevailed. Cobb judiciously heard the Negro's pleas and let him go—but not until he had recovered three bulky volumes of Remington on Bankruptcy.

Time Exposure.—A judge's little daughter, who had attended her father's court for the first time, told her mother:

"Papa made a speech, and several other men made speeches to twelve men who sat all together, and then these twelve men were put in a dark room to be developed."

—*Montreal Star.*

Professional Compliment.—Two expert pickpockets were strolling along the road together.

Every now and then one of them would stop, take out his watch and look at it.

His companion began to get annoyed.

"I say, Jim," he said, "what's up with you? Why d'yer keep looking at your ticker? Ain't it going, or something?

"I'm not looking at it to see the time," said the other; "I'm looking at it to make sure that it's still there!"—*London Answers*

Proved.—Official: "But how can you prove that you are the person to whom this letter is directed?"

Man (pulling photograph of himself out of his pocket): "Now, is this me or is it not?"

Official: "Quite so, sir. Here is your letter.—*Koralle* (*Berlin*).

Not Guilty.—With a grinding of brakes the officer pulled up his motor-car and shouted to a little boy playing in the field, "I say, sonny, have you seen an airplane come down anywhere near here?"

"No, sir!" replied the boy, trying to hide his tiny slingshot. "I've only been shooting at a bottle."—*Galt Reporter.*

They Wouldn't.—"I don't mind the burglars breaking open our safe, but I hope they are discreet and will not tell everybody it is empty."—*Fliegende Blatter* (*Munich*).

His Big Moment.—If the devil can find plenty for idle hands to do, a number of our fellow citizens are wondering why the devil he doesn't.—*Washington Labor.*

Waving the Flag.—A woman in an English court, charged with shoplifting, was asked by the magistrate if she had anything to say on her own behalf.

"Yes, sir, I have," she replied hopefully. "I take only British goods."

—*Boston Transcript.*

Sarcastic Lawyer (to stenographer resting): "Didn't you tell me when I employed you that you never got tired?"

Stenographer: "Yes sir, I always stop and rest before I get tired."—*Exchange.*

When Mrs. Grundy Ruled the Cops.—Uncle and niece stood watching the young people dancing about them.

"I'll bet you never saw any dancing like this back in the nineties, eh, uncle?"

"Once," he replied, "then the place was raided."—*Montreal Star.*

No Perquisites.—Mr. A.: "Is there any truth in the report that MacTavish has bought the gasoline station?"

Mr. B.: "Well I don't know for sure, but the 'Free Air' signs have been taken down."—*Streatham News.*

College Stuff.—Law Prof.: Why don't you answer me?"

Frosh.: "I did—I shook my head."

Law Prof.: "Well, you can't expect me to hear it rattle 'way up here!"

Nodding Terms.—This same knotty old Yankee was in his garden one morning when the town's religious zealot, passing on horseback, called:

"Brother, have you made your peace with God?"

He didn't hear and inquired:

"What say?"

The question was repeated and, resting on his hoe, he drawled:

"We ain't come to no open break yit!"

—*New York American.*

Countercheck Quarrelsome.—Lawyer: "I'm sure our boy did not inherit his silly ideas from me!"

Mother (icily): "No, you've still got yours complete!

Complete Protection.—A family moved from the city to the suburbs, and were told that they ought to get a watch-dog to guard their house at night. They bought the largest dog that was for sale in the kennels of a near-by dealer.

Shortly afterward the house was entered by burglars, who made a good haul while the dog slept. The house-holder went to the dealer and told him about it. "Well, what you need now," said the dealer, "is a little dog to wake up the big dog."

Making It Flash.—The Victim: "But, lady, you put out your hand."

Fair Motorist (recently engaged) "Sorry, I was just admiring my new ring."

—*Burlington Free Press.*

1 Thumb=2 Legs.—"Jones expects 100 per cent. disability on his accident-insurance policy. He says he is completely incapacitated by the loss of a thumb."

"What's his vocation?"

"He's a professional hitch-hiker."

—*Foreign Service.*

Budding Financier.—Uncle: "I'll give you a penny if you'll stop crying."

Lawyer's Son: "Y-es, but I—I've cried a nickel's worth already."—*Boston Transcript.*

Tireless.—An old Scottish Lawyer, who had never been known to say an ill word about anybody, was one day taken to task by a friend who said impatiently, "I do believe ye'd say a guid word for the de'il himself."

"Ah, weel," was the reply, "he may na be sae guid as he micht be, but he's a very industrious body."

Acid Test.—Undoubtedly there is something wrong with this 3.2 product when, after 60 days of it, nobody tries to sing "Good-Night Ladies," or step through a coal chute backward.

—*Lexington (Ky.) Herald.*

Sleuth Disguise.—Lawyer (to boy leading a skinny mongrel pup): "What kind of a dog is that, my boy?"

Boy: "This is a police dog."

Pedestrian: "That doesn't look like a police dog."

Boy: "Nope, it's in the secret service."

—*Washington Labor.*

Had His Sea Legs.—"Hi, there," bellowed a policeman to an inebriated citizen, "you can't stand there in the street."

"Yes, I can orfsher," retorted the citizen proudly. "Don't you worry 'bout me. I been standin' here an hour an' ain't fell off yet."—*Washington Labor.*

Patriots on the Job.—"Everybody is now looking for work," said the casual visitor.

"Not everybody," sighed Senator Sorghum. "Some of the constituents who look me up appear to desire only a position and a salary."—*Washington Star.*

For Ever and Ever.—"I strongly object to the custom of christening ships with champagne," said a clergyman to a lawyer who was a strong temperance advocate.

"I don't," replied the lawyer. "I think there's a temperance lesson in it."

"How can that be?"

"Well, immediately after the first bottle of wine the ship takes to the water and sticks to it ever after!"

Rattler Psychology.—Lawyer (putting questions to cowboy): "Ever had any accidents?"

"No," was the reply.

"Never had an accident in your life?"

"Nope. A rattler bit me once, though."

"Well, don't you call that an accident?"

"Naw—he bit me on purpose."

—*Washington Labor.*

Good Huntin'.—Butler: "I have to inform your lordship that there's a burglar downstairs."

English Barrister: "Very well, Parkinson; bring my gun and sports suit—the heather mixture."

—*The Bulletin (Australia).*

Melting the Linotype.—Witness (in an English court): "The shock caused my wife to go off into asterisks."

—*American Defense.*

Ultimate Destination.—When writing love-letters to your girl, it's always an act of precaution to begin: "My dear sweetheart and gentlemen of the jury."

—*Farm Journal.*

Redeeming the Wanderers.—Blinks: "Ever buy anything at a rummage sale?"

Lawyer: "Yes, I bought back my Sunday pants the last time our church gave one."

—*Cincinnati Enquirer.*

He Owed the Cop a Kiss.—A young woman called a policeman because a man tried to flirt with her. Lucky chap! She might have called a clergyman.

—*Boston Transcript.*

Free Bondage.—Jones: "I don't see your husband at the club of late, Mrs. Brown."

Lawyer's Wife: "No, he stays at home now and enjoys life in his own way as I want him to."—*Exchange.*

Nowadays One Specifies.—Lawyer: "Get my broker, Miss Jones."

"Yes, sir, stock or pawn?"

—*Everybody's Weekly.*

Pass the Dust-pan.—From a divorce report: "Mr. M——— declared that he hadn't been married a month before she asked him to do the housework."

On the principle, we suppose, that a new groom sweeps clean.—*Boston Transcript.*

Maybe We'll Lay Off the Scotch after This One.—The telegraph clerk was explaining every word in the wire cost so much, but the signature was free.

"Well, just send my name," directed the lawyer. "It's *I-wont-be-home-till-Friday*—I'm an Indian—hooo-wooo-wooo!"

On Your Honor.—Your name, signed to a note, a deed, a charge account, is your word that you will lie up to the agreements in the document.—*Ava (Mo.) paper.*

Common Sense vs. Religion.—St. Peter: "Can you give any reason why you should enter here?"

Applicant: "Well, I owned an automobile for twenty years, and never tried to knock a locomotive off the track."

St. Peter: "Enter, brother. Common sense is a heavenly virtue."

—*Lawyer and Banker.*

There's A Limit.—A grinning office boy in a lawyer's office, submitting to two cuts in salary, recently took a third.

"It's all right," he agreed, "just so he don't begin charging me admission."

—*Exchange.*

Hush! The Walls Have Ears.—Lawyer's son: "Paw, does bigamy mean that a man has one wife too many?"

Lawyer: "Not necessarily, my son. A man can have one wife too many and still not be a bigamist."—*Hudson Star.*

Excused from Payment.—One contributor wrote a letter on behalf of a client to Mr. ——— insisting on the payment of his account. About a week later the following reply was received:

"I regret very much to tell you that Mr. ——— was sent to Folsom Prison two weeks ago and will not be able to take care of any further obligations for some years to come.

Contributor: Marie Maescher,
Los Angeles, Cal.

Dull or Sparkling Wine.—Another contributor writes, "A client of mine sent me the charter I had obtained for him some years ago, incorporating his business, with an inquiry as to whether it must be amended to enable him to conduct a wholesale business as an importer of wines and liquors. Accompanying the charter was a letter of which the pertinent paragraph reads:

"We do not physically handle the wines and liquors but simply act as a *dull trader's agent* . . ."

It was only after cogitating on the subject for several days that I was able to figure out that my client had dictated a statement that he was acting as a *del credere agent* and that the "dull trader" was the stenog's rendering."

Contributor: E. J. McVann,
Washington, D. C.

Another Collection Letter.—In reply to your letter of January 23 I personally give you information which you may desire to have. It is the hold story dat always certain Lawyers and Constables try to riding an a mans neck when ever said man which was down but not out try hard to come on his feet again with the intention to straighthen out matters which he at one time was not able to do.

When I was down I dit not take my attorneys advice and go in bankrupty to clear my name from any debts either I left the town which both I could do and like orthers, Lawyers and Constables do when the down.

I take the burden on my shoulder and started over again with hard work, traveling and a stony road. Hoeever it is not my intention to tell you a hard luck story my intention is to let you know dat I am on the way of recovery to pay wath I own to M. Loan Co.; But it will not be before later part this year.

I saw lately Mr. B. of M. Loan Co. and no doubt he was under the impression when

I wearing a Clean suit dat I am a Milonary and want avoid to pay wath I awn to him, This is not so, I want speack to him after i was gretting him put Mr. B. was so quick enterimg in his Office building; when a man make a clean aperarance he always will have success in his undertakings and nobody know his inside worry, Your asking in your letter wath I am Earning, Belive me, not mush at present, and beside I am payimg of orther loans and judgement to orthers I always take care for them first which was Kind to me and never molested me, If you want to know wath I have and earn you can Call me before a Commsioner and I make a swron Affidafit, I am used to dat. Glad the are rit of all the Constables which ruined me and at present I am after one more which I will bring before the Prosecuter. Many People lost everything the have by FORGE and many man Would still be in Business if certain Lawyers would give a Hartworking Man a break.

My Corporation do god business only the money coming slow in, Ther was never a law suit or a Judgement against this corporation since incorporated 1932 even not had ever recived a letter from a Attorney for unpaid bills. Take the depression the past years I belive I had the rigth to say dat dit wounder. With Hard work and Ambition in a mans body there will somday the sun shine for him. The Doors of my corporation are open for You and Mr. B. I trust you have the confidents inm my word I am writing to you and on a later date you will more heare about me.

Contributor: Abraham I. Harkey,
Newark, N. J.

Perfect English.—Witness: "If he had came the way he sed he come he could never have saw what he sed he seen."

Let Him Off With a Wisecrack.—Judge (in traffic court): "I'll let you off with a fine this time, but another day I'll send you to jail."

Driver: "Sort of a weather forecast, eh, Judge?"

Judge: "What do you mean?"

Driver: "Fine to-day—cooler to-morrow."—*Ottawa Citizen.*

Fate or Justice?—A stenographer nonchalantly throws her gum out of the forty-eighth story window of an office building and then steps on it when she goes out to lunch.—*Saint Louis Bulletin.*

Reached the Limit.—Mr. A.: "Our bank has just gone through a reorganization."

Mr. B.: "What was the matter?"

Mr. A.: "We found we had more executives than depositors."

She Can Spell I T.—"Wonder why the boss keeps that stenographer, she can't spell."

"No; casting a spell is her strong point."
—*St. Louis Post Dispatch.*

Retrenchment.—"That is a government revenue cutter."

"I had no idea they did it with a boat."
—*Exchange.*

All in the Day's Work.—"Meat Packer Gets Divorce From Nagging Wife." In other words he canned the tongue.
—*Clyde Moore in the Ohio State Journal.*

Too Nosey for Her.—"The premium," said the insurance agent, "is very small. For only thirty shillings your house is insured for a period of three years."

"You mean you'll pay me £1,000 if my house burns down during that time?" questioned the lady of the house.

"Exactly," assured the agent. "Of course, we make a careful investigation first."

"That's what I thought," said the lady, as she closed the door firmly. "I might have known there'd be a catch in it somewhere."
—*Christian Science Monitor.*

Ear to the Ground.—"Have you done anything to check the crime wave in Crimson Gulch?"

"There isn't any crime wave," answered Cactus Joe. "When we find we can't make the citizens stop drinkin' and gamblin' we pass an ordinance makin' both legal."—*Philander Johnson in the Washington Star.*

Perfectly Official.—Nurse: "I lost sight of the child, ma'am."

Ma'am: "Good gracious! Why didn't you speak to a policeman?"

Nurse: "I was speaking to one at the time, ma'am."
—*American Mutual Magazine.*